

DECLARATORY RULING

March 10, 2011

Question: Do abstract offices have the ability to refuse to build a new abstract especially with the knowledge an abstract exists with invoices due?

We look to our statute ***Title 1-32, Abstracts and Documents to be Provided to Upon Valid Order – Penalties and Liability***, which provides as follows:

A. All abstractors shall furnish abstracts, abstract extensions, supplemental abstracts or final title reports as desired, to the persons applying thereof, in the order of receipt of a valid order therefore, without unnecessary delay, and for reasonable compensation pursuant to the requirements of the Oklahoma Abstractors Act. A valid order is a written order from the person applying for the order who is a party to the transaction containing the following element:

- 1. A complete and accurate legal description or a complete and accurate address, as applicable;*
- 2. The availability of any necessary base abstract; and*
- 3. An up-front commitment to pay for the order either upon delivery or other payment conditions agreed to by the parties to the transaction or a stated cancellation fee amount.*

Also,

C. All licensed abstractors and certificate of authority holders, whose business is hereby declared to stand upon a like footing with that of common carriers, who shall refuse to do so, upon receipt of a valid order for the abstract, abstract extension, supplemental abstract or final title report, shall be subject to the following...”

It is, therefore, the opinion of the Board that an abstract office may not refuse a “valid order” to build a new abstract even though it has knowledge that an abstract exists with invoices due another office.